

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION

UNITED STATES OF AMERICA,)	
Plaintiff,)	
)	
vs.)	CASE NO. DNCW3:13CV383
)	(Financial Litigation Unit)
ROBERT LIESMAN, DPM,)	
Defendant.)	

CONSENT JUDGMENT

THIS CAUSE coming on to be heard before the undersigned Judge, and it appearing to the Court, and the Court finding as a fact that all matters in controversy set out in the pleadings have been agreed upon by the parties, and that Plaintiff has agreed to the principal amount of \$77,930.16, plus 3.125 percent pre-judgment interest, accrued pursuant to the terms in the complaint totaling \$1,160.95 as of April 16, 2013, and continuing to accrue until the date of judgment herein at the rate of 3.125 percent per annum; with interest to accrue from the date of judgment at the determined Treasury post-judgment interest rate computed daily and compounded annually, together with \$400.00 in costs, as settlement in full accord and satisfaction thereof. Defendant acknowledges that he is truly and justly indebted to the United States in the total amount of \$79,091.11 as of April 16, 2013.

The parties have agreed to the compromised amount of \$76,728.00 as settlement and payment in full accord and satisfaction thereof. Defendant agrees to make monthly payments of \$1,000.00 each, due on or before the 15th day of each month, beginning on November 15, 2013, and continuing until the unpaid balance, plus accruing interest, is fully paid and satisfied.

The parties also agree that if Defendant fails to make any payment(s) as herein set forth, without any notice to Defendant, the agreed compromised amount will be null and void and the

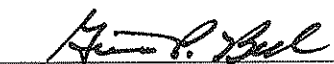
total amount of the debt balance at the date of default with all accrued interest, including interest to accrue from the date of judgment at the determined Treasury post-judgment interest rate computed daily and compounded annually, together with \$400.00 in costs, shall become due and payable, including any further costs incurred to attain collection, and the total amount of this debt will be submitted to Treasury for inclusion in the Treasury Offset Program. Under this program, any federal payment Defendant would normally receive may be offset and applied to this debt.

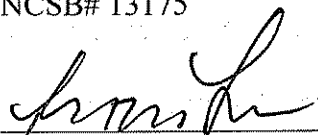
NOW, THEREFORE, BY CONSENT, IT IS ORDERED, ADJUDGED AND DECREED that Plaintiff have and recover of Defendant the compromised amount of \$76,728.00, to be paid in monthly installments of \$1,000.00 each, due on or before the 15th day of each month, beginning on November 15, 2013, and continuing until the unpaid balance, plus accruing interest, is fully paid and satisfied.

IT IS FURTHER ORDERED that if Defendant fails to make any payment(s) as herein set forth, Plaintiff will then have and recover of Defendant the principal amount of \$77,930.16, plus 3.125 percent pre-judgment interest, accrued pursuant to the terms in the complaint totaling \$1,160.95 as of April 16, 2013, and continuing to accrue until the date of judgment herein at the rate of 3.125 percent per annum; together with interest to accrue from the date of judgment at the determined Treasury post-judgment interest rate computed daily and compounded annually, together with \$400.00 in costs, said judgment to be paid pursuant to the schedule set forth above.

This the 6th day of November 2013.

WE CONSENT:

 DATE: 11/5/13
GILL P. BECK
Assistant United States Attorney
NCSB# 13175

 DATE: 11-4-13
ROBERT LIESMAN, DPM
Defendant

SO ORDERED.

Signed:

A handwritten signature in black ink, appearing to read "D. Keesler", is written over a horizontal line.

David Keesler
U.S. Magistrate Judge